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**MEMORANDUM OF AGREEMENT  
WI-9702AD8**

**BETWEEN THE**

**FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA**

**AND THE**

**INTERNATIONAL CIVIL AVIATION ORGANIZATION**

WHEREAS, the International Civil Aviation Organization (ICAO) has requested the Federal Aviation Administration (FAA) of the Department of Transportation of the United States of America provide technical services in support of the ICAO Universal Safety Oversight Audit Programme established by Assembly Resolution A32-11; and

WHEREAS, the FAA is directed to encourage the development of civil aeronautics and the safety of air commerce, and is authorized to detail FAA employees to international organizations for the purpose of providing technical services on a reimbursable or nonreimbursable basis;

NOW THEREFORE, the ICAO and FAA, collectively referred to herein as the parties, mutually agree as follows:

**ARTICLE I—PURPOSE**

This Memorandum of Agreement WI-9702AD8 (the Agreement) sets forth the terms and conditions under which the FAA may make available personnel on a detail basis to ICAO. For purposes of this Agreement, the word "detail" means the assignment or loan of an employee to an international organization without a change of position from the agency by which he is employed to an international organization (Section 3343 of Title 5, United States Code).

## **ARTICLE II—DESCRIPTION OF SERVICES**

At the request of ICAO, the FAA may provide specialists, subject to their availability, in the field of aviation safety oversight to assist ICAO in connection with the ICAO Universal Safety Oversight Audit Programme.

## **ARTICLE III—IMPLEMENTATION**

A. All services provided under this Agreement shall be specified in annexes which, when signed by the duly authorized representative of the FAA and by the Chief of the ICAO Safety Oversight Audit Unit, shall become part of this Agreement.

B. Each annex will be numbered sequentially and shall contain a description of the services to be performed by the FAA for ICAO, the location and planned duration of the services, the personnel and other resources required to accomplish the services, and the estimated costs of the services.

C. The designated office at the FAA for the coordination and management of this Agreement, and where all inquiries and requests for services under this Agreement shall be made, is:

Federal Aviation Administration  
Office of International Aviation, AIA-100  
800 Independence Avenue, S.W.  
Washington, DC 20591

Telephone No.: 202-267-3230  
Fax No.: 202-267-5032

## **ARTICLE IV—STATUS OF FAA PERSONNEL**

A. The FAA shall assign a qualified employee to perform the services agreed upon in this Agreement. Each employee assigned shall retain his or her status as a U.S. Government employee.

B. The FAA personnel detailed to the ICAO Universal Safety Oversight Audit Programme under this Agreement shall:

1. Neither request nor receive instructions with regard to the performance of

audit functions from any authority other than ICAO in accordance with ICAO rules;

2. Adhere to ICAO rules concerning the confidentiality of information developed during an audit; and
3. At the end of an audit, return to ICAO all confidential documents used in or collected during the audit.

C. ICAO shall provide the FAA personnel participating in the ICAO Universal Safety Oversight Audit Programme with immunity from legal process in respect of words spoken or written and all acts performed while on official assignment with an ICAO audit team.

#### **ARTICLE V—FINANCIAL PROVISIONS**

A. The FAA shall pay all salary and benefits costs for FAA employees on detail to ICAO under this Agreement. The FAA shall waive the standard administrative overhead charge on all costs associated with the detail of FAA employees to ICAO under this Agreement.

B. ICAO shall pay the following:

1. The daily subsistence allowance to the specialist in accordance with ICAO regulations and rules for the duration of this Agreement.
2. International, domestic, and local travel by the specialist in connection with the work under this Agreement in accordance with ICAO regulations and rules.
3. Such other expenses as may be agreed to by the parties in the annexes to this Agreement.

#### **ARTICLE VI—WAIVER OF CLAIMS**

Each party to this Agreement waives any and all claims against the other party for all loss, damage, or injury resulting from the activities under this Agreement.

#### **ARTICLE VII—AMENDMENTS**

This Agreement or its annexes may be amended by mutual consent of the parties. The details of any such amendment shall be memorialized by written agreement signed by both parties.

#### **ARTICLE VIII—RESOLUTION OF DISAGREEMENTS**

Any disagreement regarding the interpretation or application of this Agreement shall be resolved by consultations between the parties and shall not be referred to any international tribunal or third party for settlement.

#### **ARTICLE IX—ENTRY INTO FORCE AND TERMINATION**

A. This Agreement shall enter into force on the date of the last signature and shall remain in force until terminated.

B. Either party may terminate this Agreement at any time by providing sixty (60) days notice in writing to the other party. Termination of this Agreement shall not affect existing obligations of ICAO under Articles IV, V, VI, and VIII. Termination of this Agreement also shall terminate all annexes subsequently concluded by the parties pursuant to this Agreement.

#### **ARTICLE X—SIGNATURE IN COUNTERPARTS**

To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature of or on behalf of each party appear on each counterpart, but it shall be sufficient that the signature of or on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement.

#### **ARTICLE XI—AUTHORITY**

This Agreement is an agreement entered into by the FAA pursuant to Section 106(l)(6) ("other transactions") of Title 49, United States Code. The FAA and ICAO agree to the provisions of this Agreement as indicated by the signature of their duly authorized representatives.

FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
UNITED STATES OF AMERICA

BY:

Joan W. Bauerlein

Joan W. Bauerlein  
TITLE: Director of International Aviation

DATE: 19 February 1999

INTERNATIONAL CIVIL  
AVIATION ORGANIZATION

BY:

R. C. Costa Pereira  
TITLE: Secretary General

DATE: FEB 19 1999